### CONTRACT

# State of Vermont

Buildings and General Services Engineering Division 2 Gov Aiken Ave Drawer 33 Montpelier VT 05633 USA



Vendor ID 0000013095 Neopost 30955 Huntwood Ave Hayward CA 94544 USA

| Contract ID               | Page                  |
|---------------------------|-----------------------|
| 0000000000000000000012703 | 1 of 2                |
| Contract Dates            | Origin                |
| 02/05/2008 to 02/28/2011  | CPŠ                   |
| Description:              | Contract Maximum      |
| CPS-NEOPOST MAILING EQUIP | MENT \$999,999,999.00 |
| Buyer Name Buyer Phone    | Contract Status       |
| McIntyre,John             | Approved              |

### Phone #:

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|----------------|--|-----|---------------|------------|------------|
| Line # Item ID | Item Desc  | UOM | Unit<br>Price | Max<br>Qty | Max<br>Amt |
| 1              | TO PROVIDE FOR NEOPOST MAIL PROCESSING EQUIPMENT, PURCHASE OR RENTAL, POSTAGE METER RENTAL, SERVICE AND SUPPLIES IN ACCORDANCE WITH MASTER PRICE AGREEMENT # OFF22 | EA  | 0.00001       | 0.00       | 0.00       |

#### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS WRITTEN IN ACCORDANCE WITH THE MULTI -STATE POSTAGE AND MAIL PROCESSING EQUIPMENT, ACCESSORIES, SERVICES AND SUPPLIES CONTRACT # OFF22 ISSUED 6/21/207 AND CONTRACTOR'S RESPONSE DATED OCTOBER 29, 2007. BOTH DOCUMENTS ARE INCORPORATED AND WILL ESTABLISH THE TERMS AND CONDITIONS UNLESS OTHERWISE NOTED.

THE INITIAL TERM OF THIS CONTRACT IS THREE (3) YEARS. WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IN ADDITION, A COMPLETED OFF22 MULTI-STATE POSTAGE AND MAIL PROCESSING EQUIPMENT ACCESSORIES, SERVICES AND SUPPLIES EQUIPMENT CONFORMATION FORM MUST ACCOMPANY THE PURCHASE ORDER. A COPY OF THE FORM CAN BE OBTAINED BY CLICKING IN THE "VIEW" BUTTON BELOW.

FOR SALES AND SERVICE CONTACT NORTHEAST MAILING SYSTEMS, 105 S. MAIN ST, WEST LEBANON, NH. PHONE: 802-295-3935.

A LINK TO THE STATE OF VERMONT/NEOPOST WEB SITE WHERE PRODUCT INFORMATION AND PRICING MAY BE OBTAINED CAN BE FOUND AT WWW.BGS.STATE.VT.US/PCA/PURCONT.HTM

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND THE STATE OF VERMONT/NEOPOST PARTICIPATING ADDENDUM ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURERED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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| McIntyre, John                          | A              | Approved         |  |

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|---|---|----|---|---|---|
|   |   |    |   |   |   |

Line # Item ID Item Desc UOM Price Qty Amt

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING
UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE
OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: JOHN McINTYRE PURCHASING AGENT 802-828-2210 FAX 802-828-2222 john.mcintyre@state.vt.us

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

| By the STATE of VERMONT | By the CONTRACTOR |
|-------------------------|-------------------|
| Date:                   | Date:             |
| Signature:              | Signature:        |
| Name:                   | Name:             |
|                         |                   |
| Title:                  | Title:            |
| Email:                  | Email:            |